

PURCHASE ORDER / CONTRACT / CONTRACT RELEASE  
GENERAL TERMS AND CONDITIONS (USA)

1. This Order and its performance shall be construed according to the laws of BUYERs principal place of business. The United Nations Convention on Contracts for the International Sale of Goods is excluded.
2. Shipment and/or performance in full or in part under this Order without written objection to BUYER constitutes acceptance of this Order.
3. BUYER reserves the right to cancel any portion or all of this Order if any shipment is not made as specified by this Order. BUYER may also terminate this Order at any time for its own convenience. Upon such notice, SELLER shall stop all work and follow BUYERs instructions with respect to the disposition of materials in process, title to which shall vest in BUYER. BUYER shall pay SELLERs actual costs for work performed through the date of termination and SELLER shall have a duty to mitigate such costs.
4. Any goods or material delivered in excess of the amount called for by this Order, and any defective material delivered thereunder, may be refused and returned at the expense of the SELLER.
5. No charge shall be allowed for handling, packing, crating, drayage or storage except as expressly agreed to by BUYER. Any transportation charges set forth in invoices issued by SELLER pursuant to this Order shall be supported with original receipt transportation bills showing weight and rate.
6. SELLER shall not assign this Order, or any part thereof, without consent of BUYER. Such consent shall not release SELLER from its obligations and liabilities under this Order.
7. Payment for the goods under this Order shall not constitute acceptance thereof. All goods shall be received subject to inspections and a reasonable opportunity for rejection by BUYER. Defective goods, as well as goods that do not meet applicable

specifications, may be held by BUYER for inspection by SELLER and at risk and expense of SELLER. If instructions are not received within fifteen (15) days after notice of rejection, goods may be returned or sold for account and at expense of SELLER. No goods returned as defective shall be replaced without the written permission of BUYER.

8. Except as expressly stated otherwise in this Order, BUYER shall pay due and valid invoices upon BUYERs next payment system run immediately following the expiration of 90 days from the date BUYER receives the invoice at the location specified on this Order. If SELLER changes or updates its bank or financial institution information for electronic payment of invoices, upon BUYERs request, SELLER must provide written confirmation of the change to BUYER to assure that the change is legitimate and authorized by SELLER. Payment of invoices may be delayed as BUYER will not process further payments until it receives such written confirmation.

9. Neither party shall be liable for delays or defaults under this Order due to acts of God, acts of government authority, acts of public enemy, war, fires, floods, epidemics, strikes, labor troubles, or causes or contingencies reasonably beyond its control, but the provisions of this paragraph shall not prevent BUYER from canceling or terminating this Order in accordance with other provisions of this Order.

10. SELLER warrants goods furnished or services rendered under this Order shall (a) meet the specification(s) for such goods, (b) be of good quality and workmanship, free of contaminants, and free from defects, latent or patent, (c) be merchantable and fit for BUYERs intended purpose, (d) be appropriately packaged for and during transit and interim storage, and (e) be conveyed with good title, free of patent infringements, and free from any lawful security interest, lien or encumbrance. Payment, inspection, acceptance or use of Product(s) will not affect SELLERs obligations under this warranty. SELLER must send

process change notifications in writing to BUYER no less than six (6) months in advance for the following: MSDS modification, change in specification, change in critical raw materials, change in sourcing location, Certificate of Origin status, method of manufacture, or significant changes in SPC

(Statistical Process Control) or SQC (Statistical Quality Control) of key properties. With respect to any purchase of contract manufacturing services under this Order, including but not limited to tolls and exchanges, SELLER may not make any of the above changes without the express written approval of BUYER.

11. Failure of either party to exercise any of its rights under this Order on one occasion shall not waive its right to exercise the same on another occasion. No waiver of or exception to any of the provisions of this Order shall be valid unless specifically agreed to in writing. No waiver of a breach of any provision of this Order shall constitute a waiver of any other breach, or of such provision.

12. This Order is expressly limited to the terms and conditions contained in the provisions of this Order and any existing written and properly executed purchase contract for the named product or service between the parties. The terms of a properly executed purchase contract shall govern over any conflicting terms contained in this Order. Any additional, conflicting, or different terms or conditions set forth in any invoice, in any acknowledgment of this Order, or in any document other than this Order as issued by BUYER or any properly executed purchase contract between the parties, shall have no effect. However, BUYER may provide and SELLER shall adhere to additional detail regarding the specification or manufacture of the goods in an Operations Plan and/or Technical Package.

13. This Order may not be performed at higher prices than last quoted to BUYER without 30 days notice to, and acceptance by, BUYER.

14. SELLER warrants that it is in compliance with all

applicable laws, rules and regulations including, without limitation, all environmental, health and safety laws, the U.S. Foreign Corrupt Practices Act, Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, and the Federal Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 6901 et seq. It is BUYERs policy to not knowingly purchase raw materials containing tin, tantalum, tungsten or gold (the Conflict Minerals), that directly or indirectly finance or benefit armed groups in the Democratic Republic of the Congo and adjoining countries. If applicable, SELLER shall respond to BUYERs annual reasonable country of origin inquiry, and due diligence as appropriate, with regard to raw materials that contain Conflict Minerals that are necessary to the functionality or production of products manufactured by BUYER. BUYER reserves the right to assess and monitor SELLERs compliance with these requirements. SELLERs who are not in compliance are expected to implement corrective actions or they may not be considered for future business.

15. SELLER shall at SELLERs expense, satisfy all governmental requirements for registrations, permits, notices, reports, licenses and supplier notifications with respect to manufacturing, packaging, labeling, waste disposal, specifications of goods and use of goods. SELLER shall be deemed the generator and owner of any waste(s) generated in connection with SELLERs performance under this Agreement, and as such, SELLER shall be solely and independently responsible for any liabilities caused by such waste(s); and SELLER shall safely, properly and in compliance with applicable laws, regulations and ordinances, dispose of waste(s) or arrange for the disposal of waste(s) in a manner that is safe, proper and in compliance with applicable laws, regulations and ordinances.

16. SELLER shall include an itemized list of goods, a Certificate of Analysis and Safety Data Sheets with each shipment.

17. SELLER shall comply with BUYERs Code of Business Conduct for Suppliers (Supplier Code of Conduct) available on BUYERs web site at [www.dow.com/about/supplier/code.htm](http://www.dow.com/about/supplier/code.htm) and incorporated by reference and made part of this Order. In the event there is a conflict between the Supplier Code of Conduct and the terms and conditions of this Order, the terms and conditions of this Order shall govern. BUYER may modify the Supplier Code of Conduct at any time by posting notice of such modified changes on BUYERs web site. SELLER may, as an alternative and subject to BUYERs prior review and approval, comply with SELLERs own code of conduct if it is deemed to be substantially similar to BUYERs.

18. In the event that the performance by SELLER under this Order requires entrance on or into premises of BUYER, SELLER shall comply with all safety rules and regulations of BUYER which may include, but not be limited to, safety and hold harmless requirements of BUYER.

19. SELLER ASSUMES THE ENTIRE RESPONSIBILITY AND LIABILITY FOR, AND WILL PROTECT, DEFEND AND INDEMNIFY BUYER (WHICH INCLUDES FOR PURPOSES OF THIS PARAGRAPH BUYER AGENTS, OFFICERS, DIRECTORS, EMPLOYEES AND REPRESENTATIVES) FROM AND AGAINST ANY AND ALL LOSSES, EXPENSES, DEMANDS, LIABILITIES, COSTS (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY FEES) AND CLAIMS MADE AGAINST BUYER BY SELLER OR ANY THIRD PARTY DUE TO ANY BODILY INJURY OR ALLEGED INJURY (INCLUDING DEATH AND/OR DISEASE), OR PROPERTY OR OTHER DAMAGE, ACTUAL OR ALLEGED, WHICH ARISE OUT OF OR ARE IN ANY WAY RELATED TO: (I) SELLERS PRESENCE ON PREMISES OWNED, OPERATED OR LEASED BY BUYER; (II) SELLERS PERFORMANCE OF SERVICES OR PROVISION OF GOODS; OR (III) SELLERS BREACH OF ANY PROVISION OF THIS ORDER, EXCEPT TO THE EXTENT CAUSED BY BUYERs GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

20. Except as expressly stated otherwise in this Order, delivery shall be DDP (INCOTERMS® 2020) BUYERs specified location, address as noted on this Order or applicable purchase contract, with title to and risk of loss of the goods passing to

BUYER at the point of delivery to BUYERs possession.

21. As applicable, BUYER (as principal employer at BUYERs sites in Louisiana) and SELLER (as the direct employer of SELLERs employees at BUYER sites in Louisiana) mutually agree that, with respect to the work and/or services provided to BUYER in Louisiana under this Order, it is their intention to recognize BUYER as the statutory employer of (a) SELLERs direct employees and (b) employees which would otherwise be recognized as SELLERs statutory employees.

22. To the extent that any of the substances contained in the goods require (pre-) registration under the REACH Regulation 1907/2006/EC (REACH) by BUYER or BUYERs customers, SELLER shall provide BUYER upon request the substance ID information as per Annex VI paragraph 2 of REACH for all REACH-relevant substances in the goods that were obtained or provided by SELLER to enable BUYER to (pre-) register the REACH-relevant substance(s) contained in the goods.

23. To the extent applicable, SELLER represents and warrants that it will produce goods in such a manner that all goods sold to BUYER will constitute originating merchandise under Article 401 of the US-Mexico-Canada Agreement (USMCA). Upon request by BUYER, SELLER agrees to promptly furnish USMCA Certificates of Origin covering all such USMCA originating goods or to provide BUYER with sufficient information to conduct its own origin analysis and complete its own certificate, which shall include information relating to the origin, cost, or tariff classification of goods or its component materials as may be required by BUYER to fully comply with all applicable laws and regulations relating to USMCA. SELLER represents and warrants that any such information that is supplied to BUYER shall be true and accurate. SELLER also agrees to support BUYER in any USMCA Verification of goods determined to be USMCA originating and promptly provide to BUYER or the relevant Customs authority, all documents, records, and other information required to

support the USMCA eligibility of such goods. If goods are determined not to be USMCA originating, upon request by BUYER, SELLER agrees to change the source of raw materials to support the USMCA eligibility of goods. If goods are determined to be USMCA originating, SELLER agrees not to change the source of the raw materials used in the goods without the express consent of BUYER.

24. BUYER has the right to conduct Environmental Health and Safety and Quality (EHS-Q) Audits and any follow-up audits for which SELLER will grant BUYER personnel reasonable access to SELLERs facility while goods are being manufactured under this Order. SELLER will provide a Corrective Action Plan which addresses the findings and observations from such audits within thirty (30) days. BUYER reserves the right to review SELLERs Corrective Action Plan as a result of any such EHS-QAudits. If BUYER is denied the opportunity to obtain such access or conduct such audits under these terms, BUYER will, in addition to other remedies available, have the option to terminate this Order without liability.

25. In the performance by SELLER, with respect to the goods and/or services provided to BUYER under this Order, SELLER may be entrusted with or be given access to intellectual property or proprietary/confidential information belonging to, acquired by, or controlled by BUYER (BUYER IP Rights). BUYER shall remain the owner of BUYER IP Rights. No license or rights, by implication or otherwise, with respect to any BUYER IP Rights including patent rights, trade secrets, or other proprietary right of BUYER is granted to SELLER under this Order. SELLER agrees not to disclose any BUYER IP Rights to any third parties; and not to file any patent, utility model, or design application based on or disclosing BUYER IP Rights

26. With respect to any purchase of contract manufacturing services under this Order, including but not limited to tolls and exchanges, SELLER will comply with BUYERs Fundamental

Expectations as provided during initial manufacturing site audits and will procure and maintain insurance in the following amounts, at its own expense, at all times while this Agreement is in effect: (a) Workmens Compensation insurance at statutory limits and Employers Liability Insurance at not less than \$1,000,000 aggregate; (b) Comprehensive General Liability Insurance (including contractual liability, products, and completed operations) with a bodily injury, death, and property damage combined single limit of not less than \$5,000,000 per occurrence; and (c) Pollution and Environmental Impairment Insurance with limits of not less than \$5,000,000 per occurrence and \$10,000,000 annual aggregate (subsections (a) through (c) are collectively the Insurance Requirements). The Insurance Requirements shall apply to all purchases under this Order. SELLERs insurance shall always be primary and non-contributing with respect to BUYERs insurance.

27. If BUYER requires, SELLER shall be certified under, and in compliance with, one or more supply chain security programs, such as the U.S. Customs-Trade Partnership Against Terrorism. Alternatively, SELLER may demonstrate compliance by completing and returning BUYERs risk assessment questionnaire. SELLER shall provide annual updates as requested by BUYER.

28. To the extent applicable, SELLER shall not secure or perform any video acquisition, editing, duplication or distribution of video projects for any dollar amount without prior written approval of project plan, scope and cost estimate by BUYERs Studio 2020 group (fvideor@dow.com). This includes digital, tape, web, animation, 3D/2D modeling and all derivative formats. Any third-party video or third-party photography work must be sourced through a BUYER Preferred Supplier (preferred suppliers to be provided by BUYERs Studio 2020 group if exception to use third-party suppliers is granted). If approved by BUYERs Studio 2020 group, all raw digital files, video, film or negatives must be delivered to BUYER at the end of each

project (media transfer link to be generated upon approval). SELLER shall not secure any rights to music for use in any project for BUYER without approval and/or assistance from BUYERs Studio2020. Contact fgldcam@dow.com for assistance with securing music. SELLER shall not secure or perform any sourcing activity for the purchase of images unless approved by BUYERs Studio 2020 group (fgldcam@dow.com). Digital Marketing Services, includes Web Design, Search Engine Optimization (SEO), Search Engine Marketing (SEM), Benchmarking Analytics, and Web Strategy, shall only be performed by BUYERs Corporate Digital Marketing Agency unless prior written approval has been received from BUYER (fmadcom@dow.com). Social media management services may only be provided by suppliers other than BUYERs Corporate Digital Marketing Agency when the supplier follows BUYERs Enterprise Social Media strategy and guidelines.

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